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PATENT

Practitioner's Docket No. 487.5

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: *Donald E. Woollen, Jr.*  
Application No.: **10/779,923**  
Filed: **February 17, 2004**  
For: **LIQUID TANK LINER CONNECTION**

Group No.: 3727  
Examiner: Newhouse, Nathan Jeffrey

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REQUEST FOR WITHDRAWAL AS ATTORNEY (37 C.F.R. § 10.40(c))**  
**REQUEST FOR PERMISSION TO WITHDRAW**

1. The appointed practitioners associated with **Customer No. 22497**, respectfully request permission to withdraw from all further responsibility in this case, in accordance with 37 C.F.R. § 1.36.

**LAST KNOWN ADDRESS OF CLIENT**

2. The last known mailing address of the assignee of the entire interest is:

**AQUA TECHNOLOGIES, INC.**  
**Attn: William L. Clements**  
960 Hastings Horseshoe  
Powell, WY 82435

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**CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10\***  
(When using *Express Mail*, the *Express Mail* label number is **mandatory**;  
*Express Mail* certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

**MAILING**

☒ deposited with the United States Postal Service in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**37 C.F.R. § 1.8(a)**

☒ with sufficient postage as first class mail.

**37 C.F.R. § 1.10\***

☐ as "Express Mail Post Office to Addressee"  
Mailing Label No. \_\_\_\_\_  
(mandatory)

**TRANSMISSION**

☐ facsimile transmitted to the Patent and Trademark Office, (703) \_\_\_\_\_

Lynn A. Raffin  
Signature

Date: 01-25-06

LYNN A. RAFFIN  
(type or print name of person certifying)

\* Only the date of filing (§ 1.6) will be the date used in a patent term adjustment calculation, although the date on any certificate of mailing or transmission under § 1.8 continues to be taken into account in determining timeliness. See § 1.703(f). Consider "Express Mail Post Office to Addressee" (§ 1.10) or facsimile transmission (§ 1.6(d)) for the reply to be accorded the earliest possible filing date for patent term adjustment calculations.

LARSON & LARSON,  
ATTORNEYS  
AT  
LAW

11199-69th STREET N.  
LARGO, FL 33773-5504  
PH. 727-546-0660  
FAX 727-545-1595

### BASIS FOR WITHDRAWAL REQUEST

3. The basis for the request for withdrawal is 37 C.F.R. 10.40(c) § (2).

Explanation (including brief description of exhibits, if any):

Practitioners' continued employment on behalf of the assignee would be a conflict of interest and could likely result in violation of a Disciplinary Rule. In accordance with the terms of the attached STOCK PURCHASE AGREEMENT (see Exhibit A), our client sold his majority interest in ownership of the assignee company to a third party (Purchaser). The Purchaser has breached the terms of the Agreement which has lead to practitioners' involvement in a probable litigation suit on behalf of practitioners' client (Seller).

### ALLOWANCE OF TIME FOR CLIENT TO ACT

4. Status of this Application

A. Response due

- (i) There is no outstanding term for response.

### NOTIFICATION OF CLIENT

5. In accordance with 37 C.F.R. § 10.40(a), a copy of this request, including attachments, is being sent to the client.

A copy of the letter to the client is attached.

### NUMBER OF COPIES OF REQUEST

6. This request is enclosed in triplicate.

### SIGNATURE(S) OF WITHDRAWING PRACTITIONER(S)

7. Signature of attorney authorized to sign on behalf of withdrawing practitioners' associated with Customer No. 22497.

LARSON & LARSON,  
ATTORNEYS  
AT  
LAW

11199-69th STREET N.  
LARGO, FL 33773-5504  
PH. 727-546-0660  
FAX 727-545-1595

  
Signature of authorized attorney

Herbert W. Larson  
Reg. No.: 21008  
LARSON & LARSON, PA  
11199 69th Street North  
Largo, FL 33773-5504  
727-546-0660

Date: 



LARSON & LARSON, P.A.

**COPY**

ATTORNEYS AT LAW

Practicing Domestic & International  
Patent Trademark & Copyright Law  
Trial and Appellate Litigation

**H. WILLIAM LARSON**  
**HERBERT W. LARSON**

ALSO ADMITTED IN DELAWARE AND THE DISTRICT  
OF COLUMBIA AND REGISTERED TO PRACTICE  
BEFORE THE U.S. PATENT AND TRADEMARK  
OFFICE ( REG. NO. 21008)

**FRANK LIEBENOW**

Patent Agent  
Registration # 48688

January 25, 2006

11199-69th Street N.  
Largo, FL 33773-5504  
PH. 727-546-0660  
FAX 727-545-1595

William L. Clements  
960 Hastings Horseshoe  
Powell, WY 82435

Re: U.S. Application S.N. 10/779,923;  
For: **LIQUID TANK LINER CONNECTION**;  
Filed: *February 17, 2004*  
In the name of **Aqua Technologies, Inc.**  
Our File No. 487.5

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Dear Mr. Clements:

The above-identified pending patent application has been assigned to **Aqua Technologies, Inc.** According to the **Stock Purchase Agreement**, majority ownership of the company has been transferred from Donald Woollen to yourself.

The law firm of Larson & Larson represents Donald Woollen. Considering the recent dispute which has arisen between Mr. Woollen and yourself concerning the acquisition of **Aqua Technologies, Inc.**, it would be a conflict of interest for our firm to provide you with representation in the further prosecution of the subject patent application. In this regard, we are filing a **Withdrawal of Attorney** for this application with the United States Patent and Trademark Office. Therefore, it would be advisable for you to seek the representation of another patent attorney in this case.

Ownership rights to issued Patent No. **5,313,914**, issued on May 24, 1994, remains with Mr. Woollen as this patent has not been assigned to **Aqua Technologies, Inc.**, and still stands in the name of the applicant.

A copy of the **Withdrawal of Attorney** filed with the USPTO on January 25, 2006, is enclosed for your reference. Should you have any questions concerning this matter, let us know.

Very truly yours,

LARSON & LARSON, PA

  
Herbert W. Larson

HWL:lar

Enclosure: *Request for Permission to Withdraw*

**COPY**

## **STOCK PURCHASE AGREEMENT**

This stock purchase agreement (the "Agreement" or "Stock Purchase Agreement") is made this 15<sup>th</sup> day of April in 2003 by and among Donald Woollen, a Florida resident, having a principal business address at 8136 Leo Kidd Avenue, Port Richey, Florida 34668 (hereinafter referred to as the "seller"), and William L. Clements, an individual, residing at 648 Meadow Court, Powell, Wyoming 82435 (hereinafter referred to as "the buyer").

### **EXPLANATORY STATEMENT**

Seller owns all of the common stock (1000 shares) of Aquatechnologies, Applied Energy Systems, Inc. (the "Company") manufacturers of commercial water heating devices, combustion equipment, and storage tanks, having a principal business address at 8136 Leo Kidd Avenue, Port Richey, Florida 34668. Seller's stock constituting one hundred percent (100%) of all of issued and outstanding stock of the Company. Seller has acquired an excellent reputation and substantial goodwill with clients, and other potential users of the company products & services.

In accordance with the terms and conditions contained in this Agreement, seller has agreed to sell sixty percent (60%) of his Stock (ownership) to the buyer, and said buyer has agreed to purchase such Stock from seller (this transaction being the "Purchase").

Now, therefore, in consideration of the Explanatory Statement contained hereinabove, which shall be considered a substantive part of this Agreement as is fully set forth below, the mutual covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

#### **1. SALE OF STOCK BY DON WOOLLEN:**

(a) At closing (as defined hereinafter), the seller does hereby agree to sell, assign, and convey, and the Buyer does hereby agree to acquire and purchase sixty percent (60%) of all of the Stock of Aquatechnologies, Applied Energy Systems, Inc. (the "Purchase").

(b) Seller hereby warrants and represents to the buyer that the Stock constitutes, and will continue to constitute, as of the date and time of consummation of the purchase transaction contemplated herein, a full sixty percent (60%) of all classes of outstanding and issued stock and equity ownership of the company.

(c) In consideration for the sale of Stock by the seller, William L. Clements hereby agrees to pay a total purchase price (the "Purchase Price") of ninety thousand Dollars (\$90,000.00), representing 60% of the total agreed upon current market value of the company, (\$150,000.00), one hundred and fifty thousand dollars, payable as follows:

(d) A down payment of thirty thousand dollars (\$30,000.00). Said down payment shall be paid by valid check (or the equivalent) at closing. (ii) The buyer shall pay the remaining balance of sixty thousand (\$60,000.00) the "Deferred Payment" in sixty (59) consecutive equal monthly payments of five hundred six and 30/100 dollars (\$506.30) including an annual interest rate of 6% with final balloon payment in the amount forty five thousand eight hundred eighty two and 36/100 dollars due in full at the end of the term, in accordance with



the terms contained in the promissory note (the "Note") attached hereto and incorporated herein as Exhibit A.

## **2. CLOSING.**

The Closing of the Purchase and other transactions contemplated by this Agreement (the "Closing") shall take place on April 15, 2003, at the offices of the bg norris, inc. at 2209 Kilmer Lane in Apopka Florida 32703.

## **3. DELIVERY OF CERTIFICATES AND DOCUMENTS.**

At the closing, the Seller shall deliver to the buyer:

(a) All stock certificates representing the Stock being transferred pursuant to this Agreement, and all related instruments and any renewals or replacements thereof, if any, being purchased hereby, duly endorsed in blank, pursuant to, and in accordance with this Section 3.

(b) All corporate books and records, stock ledgers, corporate minutes and resolutions and all related documents and instruments.

(c) At closing the buyer will own majority interest in the company. A meeting of the current corporate officers should be quickly established and new officers will be nominated and elected per the new majority ownership.

## **4. REPRESENTATIONS AND WARRANTIES OF THE SELLER.**

Don Woollen represents and warrant to the buyer that as of Closing:

a. Seller is the owner of all of the company Stock; and that there are no other equity interests in the company, or options to acquire any such equity interest, held by any other person, entity or party; and that there are no legal, contractual, or other impediments to the sale and transfer of the stock.

b. Seller has good and marketable title to the Stock, free and clear of any and all liens, security interests, pledges and encumbrances of any kind whatsoever.

c. Upon delivery of the Stock to Buyer, the Buyer shall have good and marketable title thereto, free and clear of any and all liens, security interests, pledges and encumbrances of any kind whatsoever. Consummation of the transactions contemplated herein does not require the consent of any third parties, or if so, such consents have been obtained and will be provided in writing, and form acceptable to buyer, no later than closing, and (iv) this Agreement and the consummation of the transactions contemplated herein will not result in the breach of, or cause the acceleration of or default under, any provision of any obligation, mortgage, deed of trust, lien, lease, agreement, instrument, law, order, arbitration award, judgment, decree or any restriction to which Seller or the company is a party, or by which the company is bound.

d. The financial statements and information provided to Buyer by seller and which have been attached hereto and made a part hereof as Exhibit B (I) are in accordance with the books and records of Aquatechnologies, Applied Energy Systems, Inc. kept in the ordinary course of business and in accordance with generally accepted accounting principles, (II) present accurately as to all material points, the correct statement of the companies assets,

liabilities and shareholder's equity (income tax basis) and the statement of the company cash flows and income (income tax basis) as of said dates stated therein, and (III) there has been no significant material change in either the amount or condition of company assets, liabilities, shareholders equity, or the level of income or cash flow (determined on a pro rata basis) from those items as shown on the financial information (other than the normal ebb & flow of current business) from the period ending 12/31/02, until the date of Closing hereunder.

e. All material contracts (including, but not limited to, all real estate and personal property leases, purchase contracts, trade credit and supply agreements, licenses, supplier agreements and licenses, and all other contracts) relating to the company are described accurately in Exhibit C attached hereto and made a part hereof, and copies of same have been provided to Bill Clements herewith.

f. Trade relations between the company and its clients, customers, and suppliers are in good standing and the continuation of such relationships are not dependent upon the continued ownership of the company by Don Woollen.

g. There is no litigation, proceeding, suit, or action at law or equity (including proceedings by or before any governmental board or agency), existing, pending, or to the best of the seller's knowledge, threatened against the company; and there are no judgments, orders or notices, whether or not filed against the company, that materially adversely affect the company.

h. The company has filed returns for, and paid in full, all of its federal, state, and local taxes, including, but not limited to, real and personal property taxes, income taxes, franchise taxes, sales and use taxes, employee and wage related taxes, as of the date of Closing. All tax returns filed with any governmental entity were true and correct when filed. The Seller shall be jointly and severally liable for, and indemnify the Buyer (and all of its shareholders, affiliates and related parties) in connection with, all federal, state and local income tax, and any other federal, state or local tax liabilities and/or obligations (additionally including, but not limited to, penalties, interest and other charges related thereto) arising from, accruing from, or otherwise related to, the operation of the business of the company up to and including the date of Closing hereunder (collectively the "Tax Obligations") \* The foregoing Tax Obligation liability and indemnity shall include all such Tax Obligations, whether or not tax returns have been filed or have become due as of the date of closing.

i. The company is in general compliance with all governmental laws, requirements, regulations, licensing and bonding requirements, and other guidelines applicable to the operation of the Company and the Business.

j. The company has generally complied with all applicable environmental laws and regulations, including but not limited to, laws and regulations relating to the use, storage, transport, and disposal of any hazardous substances, wastes, or other materials and related documentation, labeling or records.

k. All accounts receivable (the "Receivable") are listed and shown on Exhibit D which is attached hereto and incorporated herein; all Receivables are current within the normal and ordinary business terms offered by the Company to its customers; no Receivable (unless specifically identified on Exhibit E hereto) has remained unpaid more than 45 days after invoicing has been sent to the applicable customer.

l. The Seller has not employed any broker, nor is buyers subject to any valid claim of any broker, finder, agent, consultant or other intermediary in connection with the transaction contemplated herein who might be entitled to a fee or commission in connection with this

transaction.

m. The company has good and marketable title to all assets shown in Exhibit B, free and clear of any and all liens, security interests, pledges and encumbrances of any kind whatsoever.

n. The Sellers warrant that no representation or warranty contained in this Agreement contains any untrue statement of a material fact; or fails, or will fail, to state a material fact reasonably necessary to make the statements contained or incorporated herein not misleading.

o. The warranties and representations of the Seller stated in this Section shall survive the closing of the Purchase.

## **5. BUYERS REPRESENTATIONS AND WARRANTIES:**

The buyer represents and warrants to seller that:

a. The buyer is acquiring the shares hereunder for investment purposes only and with no intent to sell or redistribute such shares.

b. The buyer is an individual US citizen in good standing under the laws of the State of Wyoming with all requisite power and legal authority to (i) purchase and own the Stock and (ii) execute and deliver this Agreement and the Note, and to perform its obligations pursuant thereto.

c. The buyer has full legal authority to execute, deliver and perform all terms and conditions contained in this Agreement, the Note, and the transactions contemplated herein. The execution, delivery and performance of the terms of this Agreement and Note will not violate or conflict with any agreements or otherwise violate any provision of law, order, judgment, or ruling of any governmental authority to which the buyer is subject.

d. The buyer has not employed any broker, nor is it subject to any valid claim of any broker, finder, agent, consultant or other intermediary in Connection with the transaction contemplated herein who might be entitled to a fee or commission in Connection with this transaction.

e. No filings with, notice to, or authorization or consent from, any governmental agency is required to be made, filed, given or obtained, by the buyer in connection with the consummation of the transactions contemplated herein.

## **6. COVENANTS.**

The parties agree and covenant as follows:

a. Don Woolen (the seller) agrees to conduct the business of the company, and to use its assets from the date hereof until Closing only in the normal and usual course and manner of business.

b. The seller agrees to (i) provide the buyer access to any and all records, financial information, tax returns, files, leases, contracts and agreements, concerning the company's, assets, liabilities, income, cash flow, legal and financial condition, business and operation (said access shall be during normal business hours) (ii) provide the buyer copies of the company's tax returns, financial statements and related cancelled checks, books, records, appraisals, files, contracts, purchase orders, leases for real and personal property, and other business records; provided that such investigation shall not unreasonably disrupt the personnel and operations of the company.

c. The buyer covenants that it shall protect the confidentiality of such documents and information from use and disclosure for any purpose other than the consummation of the transactions contemplated hereunder.

d. Subject to the terms and conditions contained herein, the parties agree to use their best efforts to take all actions and do all things necessary, proper or advisable to consummate and effectuate the closing of the transactions contemplated herein, and to cooperate with each other in connection with the foregoing.

## **7. CONDITIONS OF SALE.**

The obligation of the parties to consummate the Closing of the transactions contemplated by this agreement shall be subject to satisfaction of the following conditions precedent unless waived by the applicable party:

a. All of the representations and warranties of the buyer and seller contained herein this Agreement shall be true and correct as of the date and time of Closing.

b. The Buyer shall have completed an examination (the "Examination") of all books, records, financial statements and other material information concerning the business and financial condition of Aquatechnologies, Applied Energy Systems, Inc. by closing.

c. The seller shall have delivered, on or before Closing, all instruments, documents or approvals as shall be appropriate and necessary as Buyer, or its counsel, reasonably requests in order to insure that good and marketable title to the Stock vests in the buyer.

## **8. TAX MATTERS AND EXPENSES.**

a. The parties understand and agree that neither party has made any representation to the other concerning the tax consequences of this transaction, and that each party has and will seek its own counsel in connection therewith. Each party shall bear its own (i) tax liabilities and consequences with respect to the transaction contemplated herein, whether in connection with income, sales, franchise, real estate, personal property or any other federal, state or local tax and (ii) expenses incurred by such party in connection with the preparation, authorization and consummation of this Agreement, including but not limited to, all fees and expenses of agents, representatives, attorneys and accountants; and the other party shall have no liability with respect thereto.

b. In the event of any breach of this Agreement or the Note, all expenses (including but not limited to legal fees and expenses, court costs, and expert witness fees), incurred by the prevailing party in any proceeding to enforce its rights hereunder, whether in litigation, arbitration or any similar action, shall be paid by and be the responsibility of the other party.

## **9. NOTICES**

Any and all notices or other communications provided for in this Agreement shall be in writing and either sent by registered or certified mail, return receipt requested, postage prepaid, overnight courier service (next day delivery) or by facsimile (confirmed receipt required) which in any such case shall be addressed as noted below (unless notice of a change of address is furnished to all parties in the manner provided below). Notice so sent shall be deemed effective (i) three (3) business days after the date of mailing if sent by registered or certified mail, return receipt requested, (ii) on the day delivered or sent if



transmitted by facsimile; and (iii) on the next day after the date of sending it if sent by overnight courier. Notices for the parties shall be sent to indicated below:

Don Woollen  
8136 Leo Kidd Avenue  
Port Richey, FL 34668

William L. Clements  
648 Meadow Court  
Powell, WY 82453

## **10. MISCELLANEOUS**

### **a. Entire Agreement**

This instrument contains the entire integrated agreement among the parties and supersedes and cancels all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party affected.

### **b. Binding Effect**

All of the covenants and promises in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective heirs, guardians, personal representatives, successors and assigns.

### **c. Governing Law**

This Agreement is executed and delivered in and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the State of Florida.

### **d. Partial Invalidity**

In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### **e. Specific Performance**

Each of the parties hereto acknowledges that the shares of Stock in the company are a unique and irreplaceable property right and by reason thereof, in the event of a breach of any of the provisions of this Agreement or the Note concerning ownership of, or any interest in, the Stock, any non-breaching party aggrieved thereby may maintain an action for specific performance against the party or parties hereto who have breached this Agreement and it is hereby further agreed that no objection to the form of action in any proceeding for specific performance of this Agreement shall be raised by any party hereto. Anything contained herein to the contrary notwithstanding, this Section shall not be construed to limit in any manner whatsoever any other rights and remedies an aggrieved party may have under this Agreement, or by law, all of which shall be cumulative in nature.

### **f. Jurisdiction**

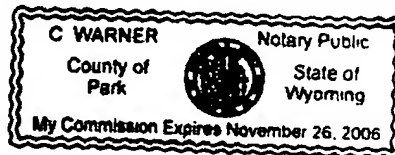
Each party hereto irrevocably consents to the jurisdiction of the courts of the State of Florida and agrees that any suit brought to enforce the terms of this Agreement shall be brought only in a court of competent jurisdiction located in the State of Florida.

# 11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, but all of, which together shall constitute one and the same, document.

IN WITNESS WHEREOF the undersigned parties have hereunto set there hands and seals effective as of the date first above written.

By William L Clements

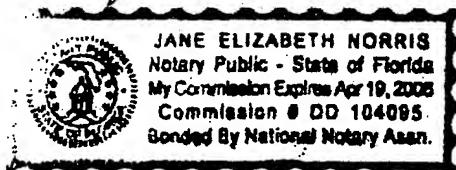


By Donald E. Wadlen

State of Wyoming  
County of Park  
The foregoing instrument was acknowledged  
before me by William L Clements  
on 14th day of April, 2003.  
C. Warner  
Notary Public

Attest:

State of Florida County of Orange  
Signed before me on this 15th day  
of April, 2003 by Donald E. Wadlen  
Notary Public Jane Elizabeth Norris



My commission expires 11/26/06

**EXHIBIT A:**

**COMMERCIAL PROMISSORY NOTE**

Port Richey, Florida

Date 4/14/03

**FOR VALUE RECEIVED** the undersigned William L. Clements, an individual citizen and resident of the state of Wyoming (hereinafter referred to as the "Borrower") promise to pay to order of Donald Woollen (hereinafter referred to as the "Lender"), at Port Richey, Florida or elsewhere as directed from time to time in writing by the Holder hereof, the principal sum of Sixty thousand dollars (\$60,000.00) together with interest from the date hereof, at the rate of six (6%) percent per annum on the unpaid balance, payable as follows:

The principal and interest due hereunder shall be payable in fifty nine equal monthly installments of five hundred six and 00/100 dollars (\$506.30) with the first such payment to be made on May 15, 2003, and the final balloon in the amount of forty five thousand eight hundred eighty two and 36/100 (\$45,882.36) due on April 15<sup>th</sup>, 2008 this Promissory Note (hereinafter the "Note") is paid in full.

In the event the Borrower determines to expand the company with offices or manufacturing facilities outside of the State of Florida, the borrower warrants that the main manufacturing and home offices will remain at the Port Richey address until such time as the note is paid in full.

This Note is being entered into in connection with a Stock Purchase Agreement (the "Stock Purchase Agreement") entered into between the parties on even date herewith. All terms, conditions, set-off rights and restrictive covenants contained in Stock Purchase Agreement are incorporated by reference herein this Note. This Note has been entered into in connection with a commercial transaction and for commercial reasons, including, but not limited to, consummation of the Stock Purchase Agreement, and the restrictive covenants contained therein.

**PURPOSE:** THE UNDERSIGNED WARRANTS AND REPRESENTS THAT THE LOAN EVIDENCED BY THIS NOTE HAS BEEN MADE FOR COMMERCIAL PURPOSES.

It is agreed that the Borrower shall have the right of anticipation and prepayment at any time without penalty.

It is agreed that time is of the essence of this Note and that in the event any payment is not made within Ten (10) days after the receipt of written notice that a payment has not been paid when due, the entire unpaid balance shall become due without notice at the option of the Lender, and failure to exercise that option shall not waive the right to exercise it in the event of a subsequent default. The principal and interest due, or any installment unless paid when due shall bear interest after maturity at the rate of twelve percent (12%).

The Borrower agrees that if any action at law or equity is required to enforce or interpret the provisions of this Note, the Lender shall be entitled to recover all costs of collection, including without limitation, reasonable attorneys' fees and costs incurred in any litigation, mediation, arbitration, or administrative or bankruptcy proceedings, and any appeals therefrom, in addition to any other relief to which Lender may be entitled.

Each Borrower, maker, endorser, guarantor, surety, and any other party liable for the payment of any sum or sums due or to become due under the terms of this Note waives the right of exemption under the laws of the State of Florida and waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note.

Each Borrower, maker, endorser, guarantor, surety, or other party in litigation (whether or not arising out of or relating to the Note or such other obligations) in which the Lender and any of them shall be adverse parties, consents to be sued in Pasco County, Florida.

This Note is to be construed and enforced according to the laws of the State of Florida.

Witness

C. Warner

State of Florida, County of Orange

Signed before me on this 15th day  
of April, 2003, by Donald E. Woolen

Notary Public Jane Elizabeth Norris

"Borrower"

By: William L. Clements

State of Wyoming,  
County of Teton

Donald E. Woolen

The foregoing instrument was acknowledged  
before me by William L. Clements  
on the 14th day of April, 2003

C. Warner  
Notary Public

